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Union: **Panama Faculty Association**

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Panama Faculty Association



Contract Agreement
July 1, 2004 – June 30, 2007

RECEIVED

DEC 19 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

**AGREEMENT
BETWEEN
THE PANAMA FACULTY ASSOCIATION
AND THE
PANAMA CENTRAL SCHOOL SUPERINTENDENT
JULY 1, 2004 THROUGH JUNE 30, 2007**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

PREAMBLE

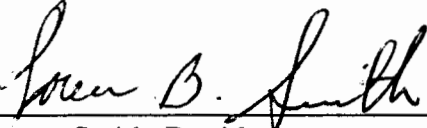
In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Panama Board of Education (hereafter referred to as the "Board") and its professional employees represented by the Panama Faculty Association (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Panama.

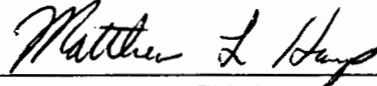
This agreement is made and entered into on this 24th day of January 2005, by and between the Superintendent and the Association.

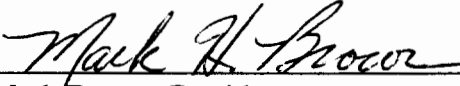
RECOGNITION

The Panama Board of Education, having determined that the Panama Faculty Association is supported by a majority of the teachers in a unit composed of all professional, certificated personnel except long term substitutes, the Chief Executive Officer, Director of Finance and Technology, principals, and school psychologist, hereby recognizes the Panama Faculty Association as the exclusive negotiating agent for the teachers in such unit.

SIGNATURES:


Loren Smith, President
Panama Faculty Association


Matthew Harp, Chief Negotiator
Panama Faculty Association


Mark Brown, President
Panama Board of Education

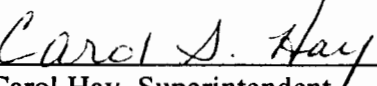

Carol Hay, Superintendent
Panama Central School

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ARTICLE I

NEGOTIATION PROCEDURE

Association Rights

- A. The Association may use the school mailboxes and bulletin boards in the faculty rooms for posting information.
- B. Employees may use school facilities for meetings of the Panama Faculty Association.
- C. Copies of the final Agreement shall be reproduced at the expense of the Board of Education and the Panama Faculty Association to be shared equally and distributed by the Panama Faculty Association officers to the Panama Faculty Association.
- D. Any provision in the Agreement or part there-of may be waived by mutual consent of the parties.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim by the Panama Faculty Association or the Panama Board of Education of an alleged violation or misinterpretation of any of the terms and conditions of this Agreement.
- 2. The "aggrieved party" is any person, group of persons, or the Association filing a grievance.

B. Procedure

- 1. **Step I - Informal:** The aggrieved party will first take the matter up informally or verbally with his immediate supervisor. The aggrieved party may be accompanied by a designee of the Association. All grievances must be initiated at Step I - Informal within fifteen (15) school days of the occurrence of the action or the time the aggrieved party first had knowledge of the action.
- 2. **Step II - Written:** If the grievance is not resolved informally within five (5) school days, the aggrieved party may, within the next five (5) school days, reduce the grievance to writing and present it to the Superintendent. If the aggrieved party does not comply with the time limit prescribed, the grievance will become null and void. The five (5) school day period may be extended by mutual consent of both the aggrieved party and the Superintendent.
- 3. **Step III - Binding Arbitration:**
 - a. The Superintendent shall have ten (10) school days after the grievance is presented to him to render a decision.
 - b. If the Superintendent's decision does not resolve the grievance or if no decision is forthcoming within the ten (10) school day time limit in "a" above, the Association may submit a Demand for Arbitration to the American Arbitration Association. Such a demand must be submitted no later than ten (10) school days after the date the Superintendent's decision was due. If the Association does not comply with the time limit prescribed, the grievance will become null and void. The ten (10) school day

period may be extended by mutual consent by both the Association and the Superintendent.

- c. The Voluntary Labor Arbitration Rules of the American Arbitration Association will govern the arbitration. The arbitrator will have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement.
- d. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, the American Arbitration Association rules and procedures will be followed.
- e. One-half the fees and expenses of the arbitrator will be paid by the District and one-half by the Association.

C. Other Conditions

- 1. If a grievance affects a group of teachers, or appears to the Association to be associated with system-wide policies, it may be submitted by the Association at Step II described above.
- 2. Grievances from the Board will be submitted by the Superintendent to the Association President as Step II actions.
- 3. The aggrieved party will be entitled to representation designated by the Panama Faculty Association at all steps of the grievance procedure.
- 4. All meetings at Step II and III involving grievances will be held after school hours.
- 5. An extension of the time limit will not be unreasonably withheld by either party. Such extensions of time will be in writing.

D. Election of Forum

- 1. If a grievance is submitted to arbitration, such submission will constitute an election of forum by the grievant and by the Association, and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive, administrative or legislative) not provided for in this grievance procedure.
- 2. A grievance which alleges conduct that violates this agreement and which also may violate a law, rule, or regulation having the force and effect of law, may not be submitted to arbitration if the subject matter of the grievance has been or is being simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, administrative, or legislative) for resolution or review.

ARTICLE III

MISCELLANEOUS BOARD AND ASSOCIATION

A. Copies of Board Agenda and Minutes

The Association Secretary shall be provided with a copy of the minutes of official Board meetings upon request.

B. Copies of Board Policies

The Association President will be provided with a copy of the Board's policies.

ARTICLE IV

PROFESSIONAL DEVELOPMENT

A. Professional Growth and Competence

1. The administration shall consult with a faculty committee concerning curriculum revision, evaluation, innovation, etc., before the administrator makes his recommendation to the Board.
2. All curriculum work, course revisions, or course material preparations will require teacher(s) to produce a copy of the materials generated during this work session. Copies will be forwarded to the respective principal and superintendent before payment will be received by the teacher(s).

B. Teacher Conferences

1. More than one teacher from the same teaching area may be granted the opportunity to attend the same conference/meeting at the discretion of the Superintendent.
2. These conference/meetings will be applicable to the subject area taught and will exclude athletic conferences and extra-curricular programs that are not subject related.
3. Allowable expenses will include:
 - a. Transportation (tolls, mileage, fares, etc.)
 - b. Room
 - c. Meals
 - d. Registration fees
4. The Superintendent at his/her discretion will approve or disapprove requests to attend conferences/meetings.
5. Conferences/meetings will not be taken in June except with explicit permission of the Superintendent.
6. All teachers who attend a district paid conference are to submit a written report to the Superintendent within ten (10) days of conference's conclusion.

7. Teachers attending curriculum related training sessions outside of the normal day or school year, with pre approval from the superintendent, will be compensated at the curriculum development rate found in Appendix B. This rate will apply to the time at the site. Mileage reimbursement will be at the rate approved by the Board.

C. Mentoring Program

The Panama Faculty Association and the Board shall establish a mutually acceptable mentoring program per the Commissioner's Regulations. The rate for mentoring will be as follows (to be placed on Appendix B):

Mentors will receive a stipend of \$250 per mentee.

Mentees will receive a stipend of \$140.

D. National Teacher Certification

Upon proof of successful completion and receipt of the National Teacher Certification, a teacher shall receive a one-time stipend of \$2,000.

ARTICLE V

TEACHER EMPLOYMENT

A. Teacher Employment

1. Upon their return, all teachers who have been excessed will be placed on the proper step of the salary schedule according to their teaching experience and education. They will also receive all previously accrued benefits and all current contractual benefits for which they are eligible.
2. Teachers who have retired, resigned, or terminated employment with the school, for whatever reason, may return to Panama Central School system at the discretion of the Board of Education without any previously accumulated benefits.
3. All newly employed teachers will be placed in the proper column of the salary schedule according to their education and at a salary step agreed to with the Administration and the Board of Education. Credit not to exceed two years for military service, Peace Corps, Vista, National Teaching Corps.
4. No inexperienced teacher will be placed beyond Step 10 of the salary schedule without Association approval. An experienced teacher may be placed on any step and given proper graduate credit at the Board's discretion.
5. Substitutes:
 - a. The administration will make every possible effort to secure a substitute teacher for any teacher who is unable to perform his duties for whatever reason.
 - b. A substitute teacher will be defined as a person who is certified or holds a four-year degree from an accredited college or university.
 - c. Teacher assistants and teacher aides are not to be used as substitute teachers except in emergency cases.

- d. Faculty members will not be asked to serve as substitutes during their preparation periods except in case of an emergency.
- e. A "Long-term substitute" is any person hired to replace one specifically designated teacher who is absent, provided that at the time of appointment the substitute is expected to continue for at least one-half of a school year. A long-term substitute is not eligible for sick leave bank, sabbatical leaves, or any leaves covered under Article XV (Extended Leaves of Absence) of the current negotiated agreement.

6. Assignments:

Full-time bargaining unit members who are to be employed for the following school year and are in active employment during the month of June shall receive a written notice of their tentative assignments for the following year by June 30th. If assignment changes are made during the months of July and August, the teacher will be notified with all due speed.

7. Tuition: Teacher's Children:

Children of bargaining unit members who reside outside the District will be entitled to attend Panama Central School tuition free. The exceptions to this are the following:

- a. BOCES Vocational/Technical Education: Teachers will pay the difference between the total cost (per student) of the program to the district less the appropriate BOCES aid received by the district.
- b. Handicapped Students (BOCES, District, Other): Teachers shall pay the difference between the total cost (per student) of the program to the district less the appropriate State aid received by the district.
- c. The above mentioned tuition policy for teachers' children will only be in effect if the necessary room for these children is available. Once they are absorbed into the Panama Central School district, they will remain a part of this school system. If students are removed by the employee's (parent) choice, the district does not have to let them re-enter under this tuition policy.

B. Fair Dismissal

- 1. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- 2. No tenured teacher will be dismissed without just cause consistent with existing legislation.
- 3. Probationary teachers in the first three years of service may be dismissed at the discretion of the Board pursuant to Education Law 3031, and such dismissal shall not be subject to grievance or arbitration under this agreement.

C. Probationary Teacher - Professional Status

At the end of the first and second year probationary periods, each probationary teacher will be informed in writing by his/her Principal of their professional status in the Panama Central School System. Each report should be mailed out or hand delivered by May 1 of each probationary year.

D. Agency Shop Fee Deduction

The district agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in an amount equivalent to the dues of the Association including dues of the National Education Association and the National Education Association of New York, and to promptly transmit the sums so deducted to the Association.

**ARTICLE VI
TEACHER ASSIGNMENT AND TRANSFER**

A. Involuntary Transfers and Assignments

Although the Superintendent and the Association recognize that some involuntary transfer of teachers may be unavoidable, they also recognize that frequent transfer or re-assignment of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

1. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practical and under normal circumstances, no later than June 30.
2. a. The administrators will continue to exercise concern for both the educational needs of the District and teacher qualifications and preferences in making transfers and reassignments.
b. In order to assure that students are taught by teachers working within their areas of competence, the Superintendent will strive to arrive at a program whereby no teacher will be assigned more than one class per day outside the scope of his teaching certificate or his major field of study.
3. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the appropriate principal. The teacher will be notified of the reasons thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, he/she shall submit a letter indicating the objections to the Superintendent and the Association President. The Board of Education, upon the recommendation of the Superintendent, will make the final decision.

B. Voluntary Transfers and Assignments

1. When and if vacancies occur, notices will be posted in each staff room and each office. Staff members who are interested may submit a letter of application.
2. Such notices will be posted within ten (10) days after the Board has taken official action on a resignation. When a vacancy occurs during the summer months, notices will be sent to the summer addresses of the Faculty Association President and any of the teachers who have expressed a desire for a change.
3. Teachers who desire a change in grade and/or subject assignment will file a written statement of such desire with the appropriate Principal. Such statement will include the grade and/or subject to which the teacher desires to be assigned in order of preference. These requests will be kept in an ongoing file. Absence of a written request indicates no interest in transfer. The ultimate decision as to who and when a transfer shall occur rests with the Superintendent.

C. Distance Learning

1. The District and the Association agree that the intent of Distance Learning is to improve and expand learning opportunities for students, staff and community.
2. The teaching of Distance Learning classes shall be voluntary and all classes shall be taught by teachers certified in the area they will be teaching. Classroom and disciplinary procedures and training and staff development opportunities have been outlined in the Teachers Reference Manual of the Erie 2-Chautauqua-Cattaraugus BOCES Distance Learning Network.
3. Teachers who teach Distance Learning classes as part of their regular assignments shall not receive any additional preparation periods for their services in the Distance Learning program and shall receive no additional compensation for teaching these classes. Appropriate technical assistance related to the set-up, operation and transmission of Distance Learning classes will be provided.
4. A teacher of a Distance Learning class may be released during the regular school day to visit the schools receiving the class with prior approval of both schools' principals. Teachers shall be reimbursed for travel expenses at the Board approved rate. Teachers may visit a site a maximum of two (2) times during the school year.
5. Distance Learning is not intended to be a vehicle for excessing teachers or diminishing course offerings. There is no District intent at the present time that the implementation of the Distance Learning program shall result in the reduction of any bargaining unit member from full-time to part-time nor a reduction in the number of full-time equivalent positions in the bargaining unit.

ARTICLE VII
SCHOOL BUILDING FACILITIES

A. Working Conditions

Conditions of employment and general working conditions, which are mandatory items of negotiations, will be maintained at existing standards except for good, proper and compelling reasons.

B. Classroom Facilities

Each classroom will be reasonably heated, lighted, ventilated, and will be furnished with serviceable and appropriate seating and writing facilities for each pupil and each teacher, and reasonable closet or cabinet space where teachers may safely store instructional materials and supplies.

C. Other Facilities

There will be reasonable seating for all assemblies, and, where practical, reasonable playground facilities which are not also utilized for parking or other purposes.

ARTICLE VIII

TEACHER PROTECTION AND STUDENT DISCIPLINE

A. Protection and Personal Injury

1. Teachers will immediately report to the Superintendent, in writing, any case of assault suffered by that teacher in connection with said teacher's employment.
2. This report will be forwarded to the Board and a copy will be forwarded to the Association President. Should this report be of sufficient nature, the Board would then submit this to the school attorney for his advisement and legal action as prescribed by law.

B. Student Discipline and Progress Reports

1. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient Administrative and Board backing, the Administration and Board agree to support and assist teachers with respect to the maintenance of control and discipline in the classroom.
2. Primary responsibility for the maintenance of classroom discipline will rest with the classroom teacher. Teachers share with each other and administrators joint responsibility for maintaining proper student conduct in the school building and on the school grounds during the school day and during school activities.
3. Disruptive Pupils: Before a pupil who exhibits behavior problems, which might impair instructional procedures or threaten the safety or welfare of the teacher or other pupils is assigned, the principal will discuss the case in a conference with the receiving teacher. Teachers encountering such pupils in their classes are encouraged to make the facts known to the principal at the earliest practical time so that proper referrals can be made for necessary psychological and/or counseling assistance. Such assistance will be furnished as soon as practical.
4. Progress reports will be sent to students in jeopardy of failing at the five (5) week point of each marking period or at any other time a teacher deems necessary. Progress reports can also be sent at the discretion of the teacher to any student, for any reason. This will be considered a responsibility for all K - 12 teachers.

C. Teacher Personnel Files

1. Teacher files will be maintained by the Superintendent in the Central Office. Teacher files are accessible to the public to the extent allowable by law.
2. Complaints by a parent directed toward a teacher will be called to the teacher's attention if a permanent record is to be made of such complaint. In such case, the teacher will have an opportunity to answer this complaint in writing; such answer will be attached to the original complaint. No derogatory complaint letter, report, or other material will be placed in the teacher's file without the teacher's knowledge. An opportunity to make a written statement of defense to be attached thereto, or an opportunity to confront the complaints will be given.
3. Each teacher has the right, upon request to the Superintendent or his designee, to review his personnel file. Within twenty-four (24) hours of receiving the request, the employee shall be given access to the employee's file during normal operating hours of the District and on the employee's own time. Each teacher will have the right to be accompanied by a representative of his own selection during such review. The teacher will have the right to

reproduce information within his/her file with the exception of confidential references. Teacher review of personnel file or copying of materials placed in said file must be done in the presence of an Administrator. The Administrator will in no way interrupt or intrude upon the review unless specifically asked for assistance or interpretation.

4. No anonymous material will be placed in the teacher's personnel file unless the District upon investigation determines that a level of credence can be ascribed to the material. In that case, the teacher shall be notified that the material has been placed in his/her file.

D. Personal Life-Style Inquiries

The Board and the Association will cooperate to prevent harassment of staff members and to avoid the interjection of private life matters into any aspect of staff responsibilities. All matters that involve the impact of life-style of teachers that may affect the ability to fulfill his/her teaching duties must be questioned through the Board of Education and/or the administrator. Teachers are not obligated to discuss their personal life-style or private matters with parents, taxpayers, or other adult groups. Such inquiry must be channeled through and handled by the Administration and/or Board of Education.

ARTICLE IX

SUPERVISION, DEPARTMENTAL MEETINGS AND CLASS SIZE

A. Supervision

1. a. The secondary school day consists of nine (9) periods. Except for unique circumstances, teaching assignments will take place during the first eight (8) periods of the school day. Though elementary schedules may differ, assignments will be positioned in the same part of the school day. During the ninth period, teachers are expected to perform professional responsibilities (i.e. extra help for students, meetings with parents, staff meetings, preparation and planning, etc.).
- b. Secondary teachers will be considered full time with a teaching load of five (5) periods per day (inclusive of A.I.S. as an instructional assignment) but can be assigned up to six (6) periods per day. The ninth period is exclusive of the six (6) period maximum and shall not be considered an instructional period.
- c. A full time secondary teacher will have two (2) preparation periods that are equal in length to instructional periods.
- d. Full time elementary teachers will have preparation time similar in length to secondary teachers.
- e. Any part time teacher who works three (3) assignments will receive one preparation period to constitute a half-day of employment.
- f. The administration will make every effort to schedule preparation periods so that there is time for team planning during the week.
- g. Planning periods are not free periods and may be canceled for various educational reasons such as assemblies, concerts, practices, etc. Teachers are not to reschedule planning periods without the Administration's approval.

- h. Late detention will be administered for grades 5 - 8 with a teacher from those grade levels and grades 9 -12 with a teacher from those levels.
- 2. The athletic director will be given one preparation period during the first eight periods of the school day for the performance of A.D. responsibilities.
- 3. Any scheduling format change will be done through a memorandum of agreement.
- B. Departmental Meetings

The Administration has the prerogative to call departmental and/or committee meetings at any time they feel they are necessary. Departmental meetings should not be called on Fridays or any day prior to vacation period unless the Administration decides that it is necessary. Departmental meetings will be limited to five per school year and at the discretion of the particular subject area. A written report must be submitted to the Administration after each meeting.
- C. Class Size

Reasonable efforts will be made to maintain class sizes as defined by the New York State Education Department. The Association may provide the Administration with input regarding teacher/student ratios by the end of June each year.

ARTICLE X

TEXTBOOKS AND REFERENCE WORKS

- A. Adequate Textbooks Guaranteed

The Board agrees that textbooks meeting accepted current educational and curriculum standards will be provided in sufficient quantity insofar as practical. All reasonable effort will be made to order textbooks in adequate time to insure that each pupil in each class has the required textbook.
- B. Teachers to Participate in Textbook Adoption

Teachers involved will participate in the selection of all textbooks and other instructional materials pertinent to their assigned area. Changes in such materials or selection of new materials will be determined only after teachers involved shall have been afforded an opportunity to express their opinions. Suggestions for changing texts may originate with a teacher.
- C. Library Books

All school libraries will be reasonably stocked with reference works and other books in accordance with present policy.
- D. Consumable Books

Workbooks used as supplemental materials for pupils to write therein shall be deemed to be consumable and will be renewed yearly. All other paperback books will be maintained and replaced as needed.

E. Supplementary Materials

1. The Board will furnish basic supplementary materials needed by the pupils for use with any text and recommended by a committee of teachers involved in a basic program.
2. All educational materials and equipment purchased by or donated to the school are the property of the school district and not a particular department or individual. After reasonable consultation with teachers involved, administrators may decide how, where, and when such materials and equipment will be shared.

F. Supplies

The Board agrees that it will provide sufficient supplies and equipment, in a reasonable amount, so that teachers may fulfill their teaching responsibilities in a professional manner within the limitations of the budget.

G. Ordering and Purchasing

The Superintendent will have the final decision in ordering and purchasing any or all of the materials mentioned in the above sections.

ARTICLE XI TEACHER RESPONSIBILITIES

A. Activities

1. A co-curricular activity is defined as any endeavor that is associated with the teacher's major field but not included in the teacher's basic teaching responsibilities. If the activity will take more than a reasonable amount of time (one hour per week) then that activity should be placed on the appropriate extra pay schedules and the teacher compensated accordingly. Such activity will usually take place after the regular school day Monday through Thursday.
2. It is recognized by the Association that the Board has the authority to request teachers to sponsor co-curricular activities.
3. Teachers may, but will not be required to perform after school activities unless those activities pertain to a negotiated segment of this contract such as sports, clubs, class advisors, and other activities that support the children of the district. Teachers must fulfill their professional obligations in attending fund raising activities for clubs, an open house program, faculty meetings, and shared decision making team meetings. Teachers will contact all parents and schedule conferences at times mutually acceptable to parents and teachers, either during or outside of the school day, including evening hours.
4. Teachers supervising any paid activity (including coaching) during any school year will be assigned on a yearly basis. If the teachers are rehired, they will be given credit for their year(s) of experience, where applicable. Teachers must reapply each year for any paid activity (including coaching) to their immediate supervisor(s) (i.e. head coach, athletic director, principal) by April 1 of each school year. If two or more people apply for a position, a recommendation from the immediate supervisor(s) will be made to the Superintendent for his/her recommendation to the Board of Education for appointment to said position.

5. If any new extra-classroom activity is established for which teacher supervision will be needed, or if there is any substantial change in the supervisory duties of any existing extra-classroom activity, the Association will negotiate the appropriate salary with the Superintendent.

B. Department Chairperson

The Board of Education has the right to organize departments and appoint department chairperson(s). The Association shall be consulted prior to finalization of such positions by the Board.

C. Working Day

1. The Association recognizes that the Board has the discretionary power to establish hours of work for the Faculty. These hours may, and usually will, exceed the hours of pupil attendance but shall not exceed 7.5 hours. However, on Fridays and one other floating day of the teacher's choice, as well as days before holidays and vacations, teachers may leave five minutes after the buses leave. No teacher should leave on any other day before the end of the scheduled school day.
2. Professional meetings take precedence over the floating day.
3. The District will determine the school calendar to consist of a maximum of 186 days, which includes the total of 7.5 hours of in school preparation in the week prior to Labor Day. This could include room preparation, teacher initiated department or grade level meetings, etc. When requested, an alternative time will be granted by the Superintendent or his designee if it doesn't interfere with building cleaning and maintenance.

D. Working Year

1. Because the Association is paid for work performed from September 1 through June 30, or a ten-month period, the Board has the right to ask that faculty members comply with this work period.
2. The last five days of school for grades K-6 shall include a minimum of two (2) half days. The final day will be a report card day not to exceed one hour in time. Additional half days will be scheduled providing all regulations for student attendance can be met.

E. Definition of 7-12 Teacher

Any teacher who is assigned 15 or more secondary teaching periods per week is considered a 7-12 teacher. This will apply for purposes of class advisorship and detention study hall.

ARTICLE XII

SICK AND BEREAVEMENT DAYS

A. Allotment and Accumulation

1. Sick days or partial sick days are not to be used for routine dentist, doctor, etc. appointments. These routine appointments should be scheduled outside of the teacher's workday.
2. A teacher will be granted thirteen (13) days per year, accumulative to 220 days, to be used for personal illness. In years subsequent to reaching the maximum of 220 days, each teacher will receive an additional thirteen (13) days for a total that year only of 233 along with four (4) personal days per year. These days are intended for use during the school year in which received and are not cumulative. Sick days for the care of immediate family may not exceed fourteen (14) days per year. Immediate family will be defined as mother, father, children, or spouse.
3. An active teacher who has received the thirteen (13) days beyond the 220 days maximum accumulation will be awarded \$55 for each unused sick day accumulated during the school year to a maximum of \$715 (\$55 x 13 days). The payment will be credited to an employee 105h plan prior to September 1 of the following school year. A person needs to have been employed for the full year and be in good standing with the District or have retired in June of the previous school year to receive this payment.

B. Bereavement

1. Teachers will be entitled up to five (5) paid bereavement days in cases of death in his/her immediate family. (i.e.: spouse, children, parents, parents-in-law, brother, sister, grandparents, son or daughter-in-law, or grandchildren.)
2. Teachers will be entitled to one (1) paid bereavement day for other family members or close friends.
3. Teachers may apply for an additional day(s) to the Superintendent. Any increases granted will not be precedent setting for future requests under this paragraph.

C. Definition of Half-Day Leave

If a teacher finds it necessary to be absent from school four (4) instructional periods or its equivalent, the teacher will be deducted a full half-day from sick days. The teacher may be entitled to leave school or be required to return to school at 11:10 AM.

D. Extended Sick Leave

Any teacher who is on sick leave with pay on days when school is closed due to severe weather or other conditions shall receive the same pay as he would have received if school had been in session on such days. No deduction from days of sick leave time will be made for such days.

E. Sick Leave Bank

1. Upon accumulation of twenty (20) of his/her own days a teacher will be given one and only one opportunity to join the Sick Leave Bank and shall make his/her contributions by submitting a signed, written authorization to the Superintendent. The District will provide each teacher with a membership form for this purpose, which must be completed and signed by the teacher. Each teacher must complete the form indicating whether he/she chooses or declines to join the Bank. Prior to signing the form the District and/or Association will

advise the teacher of the Sick Leave Bank benefits. Long-term substitutes are excluded from eligibility for Sick Leave Bank unless they have personally accumulated 30 days sick leave.

2. The Sick Leave Bank will be established to aid teachers who suffer: (1) prolonged personal illness; (2) disability; (3) incapacitation due to sickness or accident, and whose sick leave accumulation has been exhausted.
3. Any member of the school's professional administration and each tenured teacher who desires to be a member of the Sick Leave Bank will contribute at least two (2) and no more than five (5) days of his/her yearly allotment of personal sick leave days each year to the bank. Each non-tenured teacher and/or half-time teacher will be entitled half of the benefit (full salary) for a maximum of 60 days and will contribute at least one (1) and no more than three (3) days of his/her yearly allotment of personal sick leave days each year to the bank. This does not pertain to those members entering under paragraph four (4). The number of days to be contributed by each member of the Sick Leave Bank will be determined by the Sick Leave Bank Committee.
4. At no time will the number of accumulated days in the bank exceed 600 days exclusive of new membership. When the Bank exceeds the maximum days, the contributions of the members will be reduced or eliminated on an equitable basis to avoid such excess. All new members will contribute two (2) days upon joining the Sick Leave Bank and old members will not continue to contribute after joining unless their days are needed to replenish the bank. During his/her service with the District, a teacher will have only one opportunity to become a member of the bank.
5. Upon retirement/termination of employment with the District after ten (10) years, a maximum of 75 days of a member teacher's accumulated sick leave may be contributed to the Bank provided the teacher was a participant in the bank (See Paragraph 1 this section). If such crediting would cause the bank to exceed 600 days, only the number of days needed will be credited to the Bank. The unused accumulated sick days cannot be days that the teacher has received credit for under this Article, Section B or Section C.
6. A member of the Sick Leave Bank will be entitled to, on written application and approval from the Sick Leave Bank Committee, draw up to 160 days maximum per life against the Bank after his/her own accumulation has been exhausted but only for personal illness, disability, and/or incapacitation due to sickness or accident. Written application must be within 30 days of the teacher's eligibility to utilize the Sick Leave Bank.
7. Medical reports may be requested by the Sick Leave Bank Committee, for use in the administration of the Bank, at the teacher's expense. The Sick Leave Bank Committee may call for another medical evaluation verifying disability. This re-evaluation is to be paid by the teacher. This re-evaluation may not occur more frequently than once a month.

The teacher is entitled to the benefits of the Sick Leave Bank if:

- a. He/she is a member of the Sick Leave Bank
- b. He/she uses all eligible paid leave days. This includes both sick and personal days.
- c. He/she has served a five consecutive school day waiting period without pay per illness. The waiting period shall include snow and/or emergency closing days, but not vacation days.

- d. If there is a reoccurring illness and a subsequent withdrawal from the Bank, then the committee shall assess a waiting period of three (3) days instead of the five (5) day waiting period as described in Paragraph C, above. At no time will the three (3) day waiting period be invoked, unless the five (5) day waiting period has been served.
- 8. A member of the Sick Leave Bank may withdraw from the Bank, provided he/she does so in writing. In doing so, he/she permanently resigns from the bank and forfeits all days to the Bank.
- 9. A Review Committee, to be composed of one Administrator, one Board member, and two teachers selected by the Panama Faculty Association will be set up to determine an equitable basis for contribution to the Bank and to act upon applications for the Sick Leave Bank utilization. Should the Review Committee be unable to reach a decision relative to its two purposes, the following procedure shall be followed to obtain a fifth committee member whose function will be to make a final determination on the disputed matter after being fully appraised on the issues by the Review Committee.
 - a. The four member Review Committee will first try to mutually agree on an acceptable local person to serve as the fifth Review Committee member.
 - b. If the four member Review Committee is unable to reach mutual agreement on the local Review Committee Member, then the fifth Review Committee member will be selected under the rules of the American Arbitration Association for the selection of an arbitrator.

The fifth Review Committee member will promptly arrange a Review Committee meeting at which time he will be selected under the rules of the American Arbitration Association for the selection of an arbitrator. All fees and/or expense incurred in the selection and service of the fifth Review Committee member will be shared equally by the parties.

The fifth Review Committee member will promptly arrange a Review Committee meeting at which time he shall be provided relevant documents, testimony, and other evidence. The fifth Review Committee member will then tender his determination forthwith.

Any decision made by the Sick Leave Bank Committee, regarding approval of disapproval of an application, will not be grievable or arbitrable.

Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years, subject to filing proper medical reports.

ARTICLE XIII

PERSONAL BUSINESS AND COMPENSATORY DAYS

- A. Teachers may receive four (4) personal days not to be deducted from sick leave.
- B. Personal day requests
 - 1. Personal day requests may be submitted to the Superintendent beginning on the first day of the school year and no later than 10:00 AM on the morning before the day requested. Every effort will be made by the teacher to request the day as far in advance as possible
 - 2. If Personal Business Day Request forms are received on the day prior to the requested day, a decision will be made and communicated to the teacher(s) prior to 2:00 PM on that day.
 - 3. In the event personal day requests are submitted by more than five teachers for the same day, the five teachers with seniority will receive permission for the day. Compensatory days will count toward the five teacher limit.
- C. Definition of half-day leave. If a teacher finds it necessary to be absent from school four (4) instructional periods or its equivalent, the teacher will be deducted a full half-day from his/her personal business days. The teacher may be entitled to leave school or be required to return to school at 11:10 AM.
- D. Personal days are not accumulative. Unused personal days will be added to unused sick leave, the total accumulative to 220 days.
- E. Personal days requested on staff development days or the first day of deer hunting season must be submitted at least one week in advance with a written explanation. Personal days taken on the first day of school, the last day of school, or before or after an extended break of four or more consecutive school days, will count as double personal days not to exceed the number available to the teacher.
- F. In cases of emergency or the first day of deer hunting season, the number of teachers who may take a personal day will be increased. The Superintendent has the option of waiving any time restrictions that apply to personal day requests.
- G. The Association may utilize up to eight (8) days per school year to attend NEA or NEA of New York conferences. This will be in addition to the "five-teachers out" limit. An additional day may be utilized for a NYSTRS delegate to attend the system's annual convention. These days will not be deducted from a teacher's annual allotment of personal days.
- H. Compensatory Time Option

It is agreed by all parties that a full time teacher, who serves in the capacity of late detention supervisor from 2:45 or 3:20 until the late bus run, may choose to have compensation OR may choose to receive compensatory time for such services. The compensatory time may be accumulated and used at the employee's discretion as a partial or full personal day during the same school year with the exception of the day before an extended break of four or more consecutive school days or the last day of school. The late detention supervisor will use his/her "early out" on the day of detention. Time sheets will be submitted to the Principal at the end of each month.

I. Union President Business

When requested, the District will make every effort to provide a substitute teacher for the PFA President two times a month; one half day each time. The President must request a substitute as soon as possible and complete the appropriate Leave of Absence Request Form. On the form, the "Other" box will be marked with the stated reason as "Union President Business." The President will be in the school building using the time away from his/her duties to deal with Association Business or meet with the administration at a time that is mutually convenient.

In addition, the District will make every effort to provide a substitute teacher who is in the building and available for the PFA President and Vice President for meetings with the administration to discuss Association business.

**ARTICLE XIV
SHORT-TERM LEAVES OF ABSENCE**

A. Leaves of Absence Not Chargeable

Leaves of absence with full pay not chargeable to the teacher's sick leave will be granted for the following reasons:

1. Absence for jury duty.
2. Administratively approved visitation of other schools.
3. Time necessary to take the selective service physical examination.

B. Personal Leave Without Pay

A short-term leave without pay may be granted at the discretion of the Superintendent in cases of special need.

**ARTICLE XV
EXTENDED LEAVES OF ABSENCE**

A. Extended Leave Requests

All requests and approvals for extended leaves will be in writing.

B. Leave for Extended Personal Illness

The Board will grant tenured professional personnel up to two years' leave of absence without pay for extended personal illness. A doctor's certificate will be provided. The Board may grant leaves of absence for non-tenured personnel. The Board may ask for a medical examination and recommendation by a doctor of its choice. Such examination will be paid by the Board of Education.

C. Child Bearing and/or Child Rearing Leaves

1. Upon written request, a child-bearing and/or child rearing leave will be granted to all teachers without pay for up to a period of two (2) years.
2. A teacher on an unpaid child-bearing and/or child rearing leave should give at least sixty (60) days notice prior to resumption of teaching duties. The teacher may only return at the beginning of a semester. This section may be waived by mutual agreement of the parties.
3. This leave will also apply to an adoption of a child.
4. A teacher will be permitted to utilize sick leave entitlements for temporary disability prior to the initiation of an unpaid child-bearing and/or child-rearing leave.
5. Teachers are entitled to more than one child-bearing/child rearing leave, even if they are consecutive.

D. Personal Leaves and/or Leaves Not of an Emergency Nature

1. Leaves of absence of up to two years without pay, which are not of an emergency nature, may be granted by the Board upon written request of the teacher.
2. The minimum leave will be one semester, and the maximum leave will be four (4) consecutive semesters. Should the teacher desire to return prior to the end of the leave, he/she will be placed on a substitute list.

E. Public Office Leave of Absence

1. The Board will grant, with a sixty (60) day notice, a leave of absence without pay to any teacher to campaign for or serve in a public office.
2. The minimum leave will be one semester, and the maximum leave will be four (4) consecutive semesters. Should the teacher desire to return prior to the end of the leave, he/she will be placed on a substitute list.

F. Personal Leave of Absence

The Board will grant one (1) teacher per academic year a leave of absence, without pay or increment, for personal reasons. The leave must be taken for a full academic year. Teachers must apply for this leave by June 1 of the year prior to the year they wish to take the leave. In case of two or more teachers applying, the leave will be granted to the teacher with the greatest seniority to the District. Teachers may not use this provision if they will be working in any elementary or secondary school.

G. Resumption of Benefits After Leave

1. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical leave eligibility, will be restored upon return. The teacher will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
2. Increment step credit will be in accordance with Article XXV Section A.

H. Military Leave

Military leave will be granted to any teacher who is inducted into the armed forces of the United States, as required by Military Law.

ARTICLE XVI

SABBATICAL LEAVE

A. Sabbatical Leave

1. Desiring to reward professional performance, the Board hereby initiates this policy of sabbatical leaves for teachers. Said leaves may be granted at the discretion of the Board upon the joint recommendation of the Superintendent and the executive committee of the Panama Faculty Association. Leaves are for approved scholarly programs, subject to the following conditions:
 - a. No more than one (1) member of the teaching staff will be absent on sabbatical leave at any one time.
 - b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by him/her no later than April 1 for a leave beginning in September.
 - c. The teacher has completed at least seven (7) school years of service in the Panama Central School District.
 - d. Teachers may be granted a sabbatical leave for one or two consecutive semesters for the purpose of formal study. Any teacher granted a sabbatical leave will receive one quarter of his full year's salary for one semester's leave or one-half of his full salary for a year's leave. Sabbatical leave for a half-year may be granted only under exceptional circumstances. Sabbatical leaves that terminate prior to the completion of a full semester or a full year will have their salaries prorated accordingly. All insurance benefits will continue under contract stipulations.
 - e. Upon return, the teacher will be restored to his former position, retirement status, and any other former status, and will be placed on the appropriate step on the salary schedule as though the teacher had not been on leave.
 - f. Any teacher receiving sabbatical leave appointment will execute a binding legal agreement with the Board stating the terms under which he shall fulfill his obligation to service in the Panama Central School District. The Association recognizes the moral, professional and legal obligation of sabbatical leave recipients to return to service in the Panama Central School District and urge that this obligation be fulfilled. A teacher who receives a sabbatical leave must return to the district for full-time employment for at least one year. Failure to do so will require the teacher to reimburse the district for all monies granted during the sabbatical leave.

However, the Association will not be liable for reimbursement of any monies owed by the individual teacher under the penalty provision of the paragraph.
 - g. The Board may request that a teacher returning from sabbatical leave assume his/her teaching duties seven (7) days after completion of his/her college course requirements, provided the college course requirements end prior to May 1.

ARTICLE XVII

HEALTH INSURANCE/125 PLAN

A. Health Insurance Plan

1. Effective December 1, 1982, the complete health insurance plan, which includes hospital, surgical, prescription card, dental and major medical coverage will be through the Chautauqua County School Districts Plan. Life Insurance and optical coverage will also be included in the District's Health Insurance Plan.
2. The Board of Education will make the final determination of the health insurance carrier after input from the Panama Faculty Association.
3. If conditions warrant the dissolution of the Plan for whatever reason, the Board will be obligated to provide a comparable health insurance plan.
4. No Loss of Coverage Clause: There will be no loss of benefits or coverage to any unit member or retiree as a result of a change from the current carrier to another health insurance carrier or program. Benefits will not be reduced to any employee during the duration of the contract.

B. Eligibility

1. The Basic Health Insurance Plan (hospital and surgical) applies to those employees who are actively employed on a full-time or a part-time basis by the Panama Central School Board of Education in accordance with Section F-2.
2. The Major Medical and Dental Plan is applicable only to those who are currently covered under the Basic Health Insurance plan who are employed on a full-time basis. Major Medical is available to part-time teachers in accordance with Section F-2.
3.
 - a. Life Insurance in the amount of \$10,000 is provided to all employees with the Board paying one-half of the premium.
 - b. Employees may opt to purchase up to forty thousand dollars of additional pre-tax term group life insurance. The District agrees to seek an insurance carrier who will allow exercise of this option.
4. Vision care coverage is provided to all full-time teachers (30 hours or more per week). The Board of Education will pay \$100.00 per teacher.
5. A prescription rider with a co-pay of \$5 generic and \$10 brand names shall be provided for all participants in the District's health insurance program. District premium contribution shall be 85% for either family or single.

C. Dependent Coverage Shall Be Defined As:

1. An individual, (not eligible as a teacher nor a member of the Armed Forces), who is:
 - a. A teacher's spouse, if not legally separated, or,
 - b. A teacher's unmarried child (including any stepchild, legally adopted child, or foster child) under 19 years of age (exceptions: college student dependent 20-25 years of age; or handicapped per plan document).

2. The Board of Education will make no contributions for health insurance for teachers who are eligible to be covered under one policy. Where husband/wife are both employed in the system under the one plan and one spouse dies, divorces or legally separates, the insurance plans will be available to the surviving spouse or both in the event of divorce or legal separation as soon as the insurance plans permit.
3. Teachers will not be eligible for duplicate health insurance coverage payments from another carrier that results in a monetary gain for the teacher. This provision applies to payments received from the company. However, the co-insurance clause shall exist.
4. If two teachers are married and have no children and/or no other dependents, then each employee will take individual health insurance coverage. The individual may reenter the family plan if there is a change in family circumstances that warrants re-admittance.

D. Confidentiality

All data obtained by the Plan Administrator of the District with respect to insurance claims will be considered confidential and will not be released to a third party without the express, written consent of the employee(s) affected. Any health data obtained by the District through its participation in the Plan may not be used to discipline or dismiss a member of the bargaining unit.

E. Financial Reports - Availability

Financial reports pertaining to Panama Central School, not of a confidential nature, will be available to the Association when such reports are received in the school district office.

F. Premium Cost

1. Effective in the 2001-2002 school year and thereafter, the Board will pay 85% of individual or 85% of family coverage for health insurance.
2. The Board will contribute the appropriate rate for the Basic Health Insurance plan and Major Medical coverage for part-time teachers at each teacher's derived salary rate. See Article XXVI for computation of derived salary.

G. Insurance Buyout:

1. Individuals electing not to take insurance coverage, will be given a buy out according to the chart below:

1 –3	teachers	\$1500
4	teachers	\$2000
5 or more	teachers	\$2500

- * During the 2004/2005 school year, the maximum payment will be \$1500 per individual electing not to participate in the program. A one-time withdrawal date will be established and payment will be prorated from the date this contract takes effect.

All teachers declining health insurance coverage from the District must execute a waiver provided by the district.

Teachers withdrawing from the insurance program must do so between June 1 and June 30 prior to the effective year of withdrawal.

If a married couple is employed by the District, the insurance can be taken by one individual and the buy out will not be available to the spouse. If neither individual in the couple wants the insurance, the buy out is available to only one individual.

2. Re-entry into the program shall be in accordance with the rules of the insurance provider(s).

H. When an eligible teacher retires, the teacher shall choose, in writing, whether to retain any or all of the coverages provided for in the plan to the extent permitted by the policies governing the plan. No new coverages may be added once this election is made. Once made, this decision is irrevocable. The one-time only election of benefits can be used by the retiree at his/her discretion.

I. Surviving Spouse Health Insurance Participation

Should a teacher die while in service to the District, the teacher's spouse may continue in the Health Insurance Plan of the District at the spouse's own expense as per the COBRA Law and contract. If the surviving spouse subsequently becomes eligible for coverage under another Health Insurance Plan, the District coverage will cease. The District's obligation to continue coverage will cease should, for any reason, the surviving spouse at any time cancel or decline coverage.

J. 125 Flexible Benefits Plan

The District will provide a complete section 125 Flexible Benefit plan. Monthly participation costs will be paid by each individual participant. The plan will be developed to include the following:

1. Insurance premiums

- a. Health, Dental, and Vision Insurance
- b. Life Insurance up to \$50,000
- c. Disability Insurance
- d. Accidental Death and Dismemberment Insurance.

2. Unreimbursed Medical Expenses (\$5,000.00 limit)

3. Dependent Care

This payment will be made in the last payroll in June and will be subject to retirement and social security contributions as well as federal and state taxes. It will be shown on your W-2 as part of wages earned.

ARTICLE XVIII

RETIREMENT BENEFITS

A. Procedure to Receive Retirement Options

1. Eligible teachers electing either retirement option shall notify the Superintendent's office in writing that they are retiring. The written notification shall include the teacher's effective retirement date and the elected option either cash payment or credit for health insurance. The teacher shall provide written notification at least ninety (90) calendar days prior to the effective date of retirement. The Superintendent retains the sole discretion to waive the notification requirement should the Superintendent determine extenuating circumstances are present.
2. The teacher can receive the Retirement Option A or B, but cannot receive both.

B. Retirement Option A

1. This section pertains to the following individuals:
 - a. Teachers retiring from the Panama Central School system, or
 - b. The spouse and/or dependent child(ren) (as defined in the current health insurance contract) of a teacher with 20 years of District service who dies while in service to the District.
2. A value of \$55 per unused sick day will be paid through one of the following options:
 - a. A lump sum payment not to exceed \$11,000.
 - b. Payment not to exceed \$11,000 to be placed in a 105h account.

C. Retirement Option B

1. A full time teacher who retires under the terms of the New York State Teachers' Retirement System (NYSTRS) with at least twenty (20) years of full time service to the District and has accumulated more than 100 sick leave days* as of the date of retirement shall be entitled to receive from the District \$3,800 per health insurance plan year to be placed in a 105h account until the first day of the month the retiree turns 65 years of age. If the retiree dies before reaching age 65 and is survived by a spouse, the spouse will receive 50% of the benefit until the retiree would have turned 65 years of age.

* If the employee meets the other criterion, but because of debilitating illness during the last few years of employment, does not have the accumulated 100 sick days, the request to use this retirement option may be reviewed by the Superintendent. The decision of the Superintendent is final.
2. If the employee retires the first year he/she is eligible, an incentive of \$400 per year will be placed into a 105h account until the first day of the month the retiree turns 65 years of age. For year one of this agreement, the first year restriction will be waived.
3. Should a retirement incentive be offered through NYSTRS and accepted by the Board, the teacher will make a choice for the school award or the State incentive, but will not be eligible for both.

ARTICLE XIX

MISCELLANEOUS BUILDING EVACUATION AND TRANSPORTATION

A. Building Evacuation

In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, teachers will not be required to participate in (however, may volunteer to participate in) a search for such lethal or destructive instrument.

B. Transportation of Pupils by Teachers

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers, however, may do so voluntarily. By meeting the requirement of the Board Rules and Regulations, teachers will be protected by insurance carried by the Board in addition to their personal insurance coverage.

ARTICLE XX

TEACHER EVALUATION

- A. 1. All classroom observations for the purpose of evaluations will be conducted openly. The teacher receives from the administrator constructive appraisal of his work in writing and personal help with his/her problems; the school board requires such supervisory assistance. Each teacher will have the opportunity to initial all documents placed in his/her file. A personnel file is the teacher's file that reflects on his/her professional performance.
- 2. The instrument used for Teacher Evaluation and the Annual Review Evaluation will be the Professional Performance Review as mandated by the Commissioner's Rules and Regulations, Part 100. (Regents Action Plan (9-24-86))
- B. At least one written evaluation of probationary teachers will be made during each semester of the school year. However, the respective principals may make as many classroom observations as they feel are necessary.
- C. Teachers will be given a signed copy of an evaluation report prepared by their supervisors and/or Principals (and intended for filing in their personnel folders) at least one day before the conference to discuss it. No such report will be submitted to the central administration, placed in the teacher's file or otherwise acted upon without affording opportunity for a conference with the teacher.
- D. The teacher will acknowledge that he/she has had the opportunity to review all written evaluations made by administrators by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
- E. As a matter of professional courtesy, a probationary teacher who is not granted tenure may request, and will receive, an interview with the Superintendent to discuss his/her evaluation reports prior to the termination of his/her services.

ARTICLE XXI

PROFESSIONAL DISCIPLINE

- A. A tenured teacher will have the option of electing the 3020a procedure or Binding Arbitration if 3020a charges are instituted against the teacher.
- B. If a tenured teacher is served by the District with a written statement specifying charges pursuant to Section 3020a of the Education Law, he/she shall, within ten (10) calendar days of receipt of the statement, notify the Clerk of the Board in writing whether he/she desires:
 - 1. a hearing pursuant to the Education Law (section 3020a); or
 - 2. a hearing by an Arbitrator under the rules of the American Arbitration Association; or
 - 3. waives his/her rights to both a hearing pursuant to the Education Law and a hearing by an Arbitrator in which case, the Board of Education shall determine the charges and the penalty without a hearing.
- C. Failure to notify the Clerk of the Board in writing shall constitute a waiver of any and all rights to any hearing in which case the Board of Education shall determine the charges and the penalty.
- D. If the notice states the teacher's desire for a hearing pursuant to the Education Law, such notice shall constitute a waiver of his right to a hearing by an Arbitrator.
- E. If the notice states the teacher's desire for a hearing by an Arbitrator, such notice shall constitute a waiver of his right to any further proceedings pursuant to the Education Law. The Association shall send a letter to the American Arbitration Association requesting arbitration under its rules within five (5) working days of the (B) notification above. The letter will identify the name of the teacher and a copy of the written statement specifying charges.
- F. Suspension shall be with pay and benefits for 10 months, excluding July and August, if the arbitration option is selected. Suspension shall be without pay and benefits if the 3020a option is selected. There shall be no pay or benefits for the lack of certification.
- G. The standard of proof for Binding Arbitration shall be the same as the standard of proof for the 3020a procedure.
- H. If the charges are determined by means of a hearing pursuant to the Education Law, that decision may be appealed only in the manner provided by law for the appeal of such decisions. If the charges are determined by means of a hearing before an arbitrator, that decision may be reviewed only in the manner provided by law for the review of arbitration decisions.

ARTICLE XXII

FELLOWSHIP GRANTS

A. Fellowship Grants-Post July 1, 1991

Fellowship grants will not be available for staff members who begin employment on or after July 1, 1991.

B. Procedure for Fellowship Grants-Pre July 1, 1991

In order to insure the continued professional growth of the Panama Faculty Association, the Panama Board of Education agrees to grant Fellowship Awards to teachers that desire to further their studies. Conditions of the grant are as follows:

1. Teachers will be granted \$60.00 per credit hour as follows:
 - a. Any course leading to an advanced degree in field, or
 - * b. Graduate or undergraduate course in major teaching area
2. Additionally, teachers will receive \$35.00 per credit hour for any course for which they have received prior approval of the Superintendent which does not fall under 1(a) and 1(b) above.
3. Teachers must receive prior approval from the Superintendent before they can take advantage of a Fellowship Grant.
4. Teachers are not eligible to receive a Fellowship Grant if they have received reimbursement from another tuition paying agent.
5. Provisional or permanent certification is necessary to be eligible for a Fellowship Grant.
6. No Fellowship Grant will be in excess of the total course tuition cost.
7. Fellowship Grant to be paid to college at time of registration. Forms are to be secured prior to registration from the Business Office and a signed copy to be returned to same office after registration.
8. Each teacher approved for a Fellowship Grant agrees to repay the Panama Board of Education for costs incurred in the event that the course is not completed or if a failing grade is received.
9. Notification of intent to take course work must occur on or before March 1 for budget planning purposes. Requests for Fellowship Grants after the deadline date will not be honored.
10. Fellowship grants and horizontal increments will not be granted for correspondence courses unless the teacher makes at least three course-related visits to the college or university campus offering the program. Satellite courses will be eligible for fellowship grants and horizontal increments if the course is approved by the Superintendent.
11. The District agrees to make reasonable efforts to encourage education students from Fredonia State University to do their teaching practicum at Panama Central School. From those efforts, a mutually agreed upon system to disburse tuition waivers to teachers who do not qualify for fellowship grants will be set up. Those teachers working on their Masters Degrees for permanent certification will be given preference. Cooperating teachers will serve as such on a voluntary basis. The cooperating teacher will have the right to use the waiver for an accredited class; otherwise, the waiver will be turned over to the district.

* Major graduate work is in the field of teaching assignment or in courses dealing with computer education or reading.

ARTICLE XXIII

SAVINGS CLAUSE

If any provision of this agreement or application of the agreement will be found contrary to law, then such provision or application will not be deemed valid except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXIV

DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2004, and will continue in effect through June 30, 2007.

ARTICLE XXV

SALARY SCHEDULE MOVEMENT

A. Vertical Movement

In order for a teacher to receive credit for one step or one year's experience on the salary schedule, he/she must have taught at least ninety (90) days during the preceding year. The ninety (90) days will include conference days, snow days, sick days, personal days, bereavement days and family illness days.

B. Payment for Education

1. Credit for additional graduate credit hours will occur at the beginning of each semester only. Appropriate paperwork from the college or university should be submitted to the Business Office prior to the start of each semester. No credit will be given for duplication of course work unless credit is recognized by the New York State Bureau of Certification.
2. Graduate hours and pre-approved undergraduate hours relating to an educational field, will be reimbursed in blocks of six (6) hours to a maximum of Bachelor plus sixty (60) hours or a Masters plus thirty (30) hours, whichever is applicable.

C. Longevity

1. After completing 25 years of full time teaching service at the Panama Central School, a teacher will receive a longevity add-on.
2. In order to determine eligibility for the longevity add on, leaves other than sabbatical leaves, will be deducted from the years of service.
3. The add-on will continue to supplement the teacher's salary from date of qualification until retirement.
4. Credit for longevity years of service will only occur at the beginning of a semester.

ARTICLE XXVI
TEACHING SALARIES AND BENEFITS
OF PART-TIME TEACHERS

A. Salary:

1. Part-time teachers will be placed on the proper step and column of the salary schedule.
2. Part-time teachers will be paid according to the following formula:
 - a. High school teachers and other teachers in departmentalized situations will be paid at the derived salary rate by dividing the number of periods normally assigned during a week by 30.
 - b. If the need arises to hire a part-time Elementary Teacher(s) not serving in a departmentalized situation the teacher will be paid at the derived salary rate by dividing the time the teacher is assigned during the week by the time a full-time Elementary Teacher is normally assigned. The 30-minute duty-free lunch and planning time will not be used in this calculation.
 - c. Special area teachers (e.g. art, music, library) at the elementary level will be paid at the derived salary rate by dividing the time the teacher(s) is normally assigned during the week by the time a full-time Elementary Teacher is assigned during a week. The 30-minute duty-free lunch and planning time will not be used in this calculation.

B. Part-time Teachers will receive benefits as follows:

1. Health Insurance, Major Medical, Dental, Life Insurance, and Vision Care Coverage will be as stipulated in Article XVII.
2. All other benefits (personal days, sick days, etc.) will be allotted to each part-time teacher in accordance with the teacher's derived salary rate.

Appendix A Professional Salary Schedule

2004 - 2005			2005 - 2006			2006 - 2007		
Step	Bachelor's	Master's	Step	Bachelor's	Master's	Step	Bachelor's	Master's
1	31,450	34,150	1	32,450	35,150	1	33,000	35,700
2	31,870	34,570	2	32,870	35,570	2	33,870	36,570
3	32,552	35,252	3	33,290	35,990	3	34,290	36,990
4	33,367	36,067	4	33,972	36,672	4	34,710	37,410
5	34,427	37,127	5	34,787	37,487	5	35,492	38,192
6	35,705	38,405	6	35,947	38,647	6	36,307	39,007
7	36,887	39,587	7	37,225	39,925	7	37,467	40,167
8	38,157	40,857	8	38,407	41,107	8	38,945	41,645
9	39,527	42,227	9	39,877	42,577	9	40,127	42,827
10	40,697	43,397	10	41,247	43,947	10	41,597	44,297
11	42,067	44,767	11	42,617	45,317	11	43,167	45,867
12	43,237	45,937	12	43,987	46,687	12	44,537	47,237
13	44,407	47,107	13	45,157	47,857	13	45,907	48,607
14	45,967	48,667	14	46,527	49,227	14	47,077	49,777
15	47,827	50,527	15	48,587	51,287	15	50,027	52,727
16	50,727	53,427	16	50,947	53,647	16	52,087	54,787
17	54,048	56,748	17	54,847	57,547	17	54,947	57,647
18	58,423	61,123	18	59,168	61,868	18	59,847	62,547
19	63,443	66,143	19	64,043	66,743	19	65,168	67,868
L-25	65,193	67,893	L-25	67,793	70,493	L-25	71,168	73,868
L-30	68,443	71,143	L-30	69,543	72,243			

Add Ons:

Hours beyond Bachelor's: \$60 per credit hour to a maximum of
Bachelor's + 60 or Master's + 30

Longevity
(is reflected in above
schedules)

2004 - 05:	after 25 years - \$1,750	after 30 years - \$5,000
2005 - 06:	after 25 years - \$3,750	after 30 years - \$5,500
2006 - 07:	after 25 years - \$6,000	

A teacher's salary may be divided by 21 or 26 pays, as the individual chooses.

Time sheets, sick leave and substitute slips must be turned into the respective Supervisor or Principal at the end of the work day on the Friday prior to the pay date.

Degree	_____	Hours beyond	_____	Longevity	_____
Step	_____	BA or MA	_____	(If applicable)	_____
		(if applicable)	x \$60		
Base Salary	_____	plus hours:	_____	plus longevity:	_____
Equals Total Salary	_____				

Appendix B Extra Curricular Activities

July 1, 2004 - June 30, 2007

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 12 Advisor (2)	\$903					
Grade 11 Advisor (2)	\$807					
Grade 10 Advisor (2)	\$454					
Grade 9 Advisor (2)	\$421					

Band at Sporting Events	\$45/game					
CAPP/SADD Advisor	\$283	\$311	\$344	\$380	\$417	\$465
Curriculum Development	\$20/hour					
Drama Club Advisor	\$536	\$655	\$750	\$862	\$963	\$1080
Equipment Transporter	\$22/event					
High School Bowl Advisor	\$396					
High School Lunch Monitor	\$2,000					
Home Tutoring	\$22/hour					
Honor Society - Senior	\$377					
Language Club Advisor (HS)	\$283	\$311	\$344	\$380	\$417	\$465
Late Detention Supervisor	\$20/hour					
Mentor	\$250					
Mentee	\$140					
Musical Production Advisor	\$798	\$941	\$1,111			
Musical Production Assistant	\$515	\$607	\$716			
School-To-Work Advisor	\$1,250					
Ski Club Advisor - Downhill	\$415					
Ski Club Advisor - Cross Country	\$425					
Student Council Advisor	\$692	\$757	\$836	\$894	\$967	\$1,040
Swim Club (K-6) Advisor	\$543	\$642	\$748	\$851	\$957	\$1,122
Summer School Instruction	\$25/hour					
Trap Club Advisor	\$595					
Yearbook Advisor	\$1,710	\$2,011	\$2,385	\$2,735	\$3,079	\$3,461

The first preference for all positions in Appendix B will be given to Faculty Association Members.

The administration will make the final determinations on the need for these extracurricular activities.

Appendix C Interscholastic Coaching Schedule

2004-05	1	2	3	4	5	6	10	15	20
Sport A	\$1,730	\$2,075	\$2,421	\$2,767	\$3,112	\$3,758	\$4,294	\$4,913	\$5,628
Sport B	\$1,384	\$1,660	\$1,936	\$2,214	\$2,490	\$3,042	\$3,471	\$3,966	\$4,538
Sport C	\$1,235	\$1,481	\$1,728	\$1,975	\$2,223	\$2,720	\$3,103	\$3,545	\$4,056
Sport D	\$ 865	\$1,037	\$1,211	\$1,383	\$1,557	\$1,904	\$2,172	\$2,482	\$2,839
Sport E	\$ 519	\$ 622	\$ 726	\$ 830	\$ 933	\$1,137	\$1,298	\$1,483	\$1,699

2005-07	1	2	3	4	5	6	10	15	20
Sport A	\$1,830	\$2,175	\$2,521	\$2,867	\$3,212	\$3,858	\$4,394	\$5,013	\$5,728
Sport B	\$1,484	\$1,760	\$2,036	\$2,314	\$2,590	\$3,142	\$3,571	\$4,066	\$4,638
Sport C	\$1,335	\$1,581	\$1,828	\$2,075	\$2,323	\$2,820	\$3,203	\$3,645	\$4,156
Sport D	\$ 965	\$1,137	\$1,311	\$1,483	\$1,657	\$2,004	\$2,272	\$2,582	\$2,939
Sport E	\$ 619	\$ 722	\$ 826	\$ 930	\$1,033	\$1,237	\$1,398	\$1,583	\$1,799

Sport A Varsity Football
 Boys Varsity Basketball
 Girls Varsity Basketball
 Varsity Wrestling
 Boys Varsity Swimming
 Athletic Director

Sport C Co-Ed Tennis
 Co-Ed Cross Country
 Girls JV Volleyball
 Assistant JV Football
 Assistant Track
 Assistant Swimming

Sport B Girls Varsity Volleyball
 Girls Varsity Swimming
 Girls Varsity Track
 Boys Varsity Track
 Varsity Baseball
 Varsity Softball
 Varsity Soccer
 Girls JV Basketball
 Boys JV Basketball
 Assistant Varsity Football
 JV Football
 Assistant Wrestling

Sport D Girls 7 & 8 Basketball
 Boys 7 & 8 Basketball
 Phys. Ed. Director
 Golf
 Modified Track

Sport E Youth Hoops

The first preference for all positions in Appendix C will be given to Faculty Association Members.

Service Steps

Steps 10, 15, and 20 are designated as Service Steps. These steps will be paid based on the actual number of years of coaching service in the District.

Personnel eligible for service Steps are current, full-time employees or former full-time employees.

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